

# MI PRE LLC dba Clara Etzel Dressage

Clara Etzel  
228 Fort Dearborn St.  
Dearborn, MI 48124

## WAIVER, AGREEMENT AND LIABILITY RELEASE

Read Carefully Before Signing

I agree to the following agreement with MI PRE LLC dba Clara Etzel Dressage ("Clara Etzel Dressage") as a condition for its allowing me, and the persons identified below, to enter Clara Etzel Dressage's sale facility, Whispering Winds Arabian Farm, be near horses or ponies, handle horses or ponies, ride or drive horses or ponies, attend equine clinics, and/or receive instruction or guidance in riding, driving, handling or working with horses or ponies at any time and at any location (these activities will from now on be referred to as "The Activities").

NAME OF CONTRACTING PARTY \_\_\_\_\_

NAME OF OTHER CONTRACTING PARTY (SPOUSE OR OTHER PARENT) \_\_\_\_\_

ADDRESS OF CONTRACTING PARTIES \_\_\_\_\_

Phone: (Home) \_\_\_\_\_ (Business) \_\_\_\_\_ (Cell) \_\_\_\_\_

I also make this agreement on behalf of the following, who is/are my children or legal ward(s):

1. \_\_\_\_\_ AGE: \_\_\_\_\_ Child's Date of Birth: \_\_\_\_\_

2. \_\_\_\_\_ AGE: \_\_\_\_\_ Child's Date of Birth: \_\_\_\_\_

All parts of this agreement shall apply to me, and to each of the children/legal wards listed above. (We will collectively call ourselves "I," "me," or "my" throughout this agreement.) This Waiver, Agreement and Liability Release is intended to be valid and binding at all times, now and in the future, when Clara Etzel Dressage permits me (directly or indirectly) to engage in any or all of The Activities at any time and ay any location.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to engage in any or all of The Activities.
2. **RISKS.** I understand that anyone who is riding, driving, handling, working with or even near a horse or pony (these animals will from now on be referred to as "equines") can suffer bodily injuries. When equines are frightened, angry or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I also understand that all equines, even if they have no history of causing injury, are powerful and have the potential to be dangerous to people and animals that are on, near, or around them.

Additionally, I understand that riding, driving, handling, working with, or even being near an equine can expose me to numerous hazards, which could include, the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on, near, or off of Whispering Winds Arabian Farm; and/or collisions with other equines, animals, or objects. I understand these risks and dangers that are inherent in equine activities and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned above. I am NOT relying on Clara Etzel Dressage to list all possible equine-related risks for me in this document or at any time.

3. **WAIVER AND LIABILITY RELEASE.** Since Clara Etzel Dressage. is allowing me to engage in any or all of The Activities, now and in the future, I agree to assume full responsibility for any and all bodily injuries or damages which I may sustain at any time when engaging in these and other activities. The term "damages," means, for example, medical expenses, expenses and losses incurred because of bodily injuries or property damages, and/or personal property damages. I, for myself and my children, personal representatives or agents, release and discharge, Clara Etzel Dressage and Clara Etzel, and agents, and others acting on their behalf of and from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present and future), whether they are known or unknown, anticipated or unanticipated, resulting from or arising out of my bodily injury or damage that may be sustained, or property damage which may occur at any time — now or in the future — as a result of engaging in any or all of The Activities at any location (except if such loss, injury, or damage is directly caused by Clara Etzel Dressage's gross negligence or wanton and willful misconduct.)

### WARNING

Under the Michigan Equine Liability Act [1994 P.A. 351], an equine professional is not liable for any injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE WAIVER, AGREEMENT, AND LIABILITY RELEASE SET FORTH IN THIS DOCUMENT CONSTITUTES A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE LIABILITY ACT, 1994 P.A. 351. BY SIGNING THIS WAIVER AND LIABILITY RELEASE I AGREE NOT TO BRING ANY CLAIM OR SUIT AGAINST CLARA ETZEL DRESSAGE, CLARA ETZEL, AND THEIR RESPECTIVE AGENTS, ASSIGNS, AND OTHERS ACTING ON THEIR BEHALF ON THE BASIS OF ANY EXEMPTION IN THAT LAW. IN PARTICULAR, I AGREE NOT TO BRING A CLAIM OR SUIT FOR: (1) FAULTY TACK OR EQUIPMENT; (2) FAILURE TO MAKE REASONABLE AND PRUDENT EFFORTS TO DETERMINE AN EQUINE ACTIVITY PARTICIPANT'S AVILITY TO SAFELY MANAGE AN EQUINE; (3) A DANGEROUS LATENT CONDITION ON OR OFF WHISPERING WINDS ARABIAN FARM.; (4) ANY ACT OR OMISSION THAT MAY CONSTITUTE ORDINARY NEGLIGENCE BY CLARA ETZEL DRESSAGE OR THOSE DIRECTLY AFFILIATED WITH CLARA ETZEL DRESSAGE (EXCEPT IF LOSS, INJURY, OR DAMAGE IS DIRECTLY IS DIRECTLY CAUSED BY CLARA ETZEL DRESSAGE'S GROSS NEGLIGENCE OR WANTON AND WILLFUL MISCONDUCT).

4. **INDEMNIFICATION.** I also agree to indemnify and hold harmless Clara Etzel Dressage., Clara Etzel, and their respective agents, assigns, and others acting on their behalf against all damages which are sustained or suffered by any third person(s) ["third persons" are all people who are not parties to this Agreement, including, but not limited to, other Clara Etzel Dressage guests, visitors, or patrons, etc.], including any and all injuries or damages whatsoever that I may cause, directly or indirectly, while engaging in any or all of The Activities at any time and at any location. The indemnification shall include reimbursement of Clara Etzel Dressage's reasonable attorney fees.

5. **EMERGENCIES.** Person(s) to Contact in Case of Emergency:

Name/Relationship: \_\_\_\_\_ Phone Number \_\_\_\_\_

6. **HEALTH AND PHYSICAL CONDITIONS.** Horseback riding is exercise and many physical conditions pose certain physical risks to the participant while exercising. I understand that Clara Etzel Dressage recommends that I seek the advice of a physician before participating in activities that involve riding, driving, or being near equines. Also, I want Clara Etzel Dressage to be aware of the following physical, learning, or personal needs I have that may affect my ability to ride, drive, handle and/or be near an equine:

\_\_\_\_\_  
\_\_\_\_\_

7. This document is governed by the state of Michigan law and is intended to be as broad and inclusive as Michigan law permits. This document can only be modified in writing and signed by me and Clara Etzel (on behalf of Clara Etzel Dressage). Should any clause within this document conflict with Michigan law, only that clause will be void and the remainder of this document shall stay in full force and effect, now and in the future. Should I breach this document (or any part of it) I agree to pay attorney's fees and court costs related to such breach that are incurred by Clara Etzel Dressage. It is also mutually agreed that any disputes arising under this document or any activities that are undertaken pursuant to it, shall be litigated in a State or Federal Court of proper jurisdiction that is located in or nearest to Washtenaw County, Michigan.

8. Also, I represent (please initial below):

- \_\_\_\_\_ I am at or over 18 years of age;
- \_\_\_\_\_ I am of sound mind, and I am not suffering from shock or under the influence of alcohol, drugs, or intoxicants;
- \_\_\_\_\_ I have read this entire Waiver, Agreement and Liability Release, and I fully understand it;
- \_\_\_\_\_ I intend for this Waiver, Agreement and Liability Release to be valid and binding today and at all times in the future; and
- \_\_\_\_\_ All of the information I have provided in this Waiver, Agreement and Liability Release is true and accurate.

Signature of Contracting Party: \_\_\_\_\_

Print Name Here: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Other Contracting Party (Other Parent/Guardian if minor): \_\_\_\_\_

Print Name Here: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Clara Etzel Dressage Representative: \_\_\_\_\_

Print Name Here: \_\_\_\_\_ Date: \_\_\_\_\_